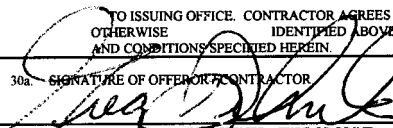
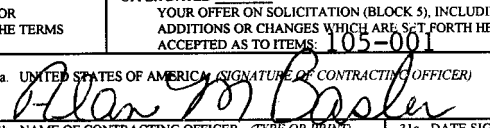


SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30					1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO. GS-06F-0007J		3. AWARD / EFFECTIVE DATE 2/3/99	4. ORDER NUMBER	5. SOLICITATION NUMBER 6FES-E6- 970173-B		6. SOLICITATION ISSUE DATE 6/01/98
7. FOR SOLICITATION INFORMATION CALL:		A. NAME ▶ ALAN M. BASLER		B. TELEPHONE NUMBER (No Collect Calls) (816) 823-1297		8. OFFER DUE DATE Local Time
9. ISSUED BY CODE General Services Administration, TAC, TAD, Procurement Div. 1500 E. Bannister Rd, Kansas City, MO 64131-3088 Address offers to: Office of Business & Support Services (6ADB) Room 1161, 1500 E. Bannister Rd Kansas City, MO 61431			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE % FOR SMALL BUSINESS SMALL DISADV. BUSINESS 8(A) SIC: 5251 SIZE STANDARD: 500		11. DELIVERY FOR F.O.B. DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE	12. DISCOUNT TERMS
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			13b. RATING		14. METHOD OF SOLICITATION RFQ IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE		16. ADMINISTERED BY CODE To be Designated At Time of Award				
17a. CONTRACTOR / OFFEROR CODE W. W. Grainger, Inc., by its Grainger Industrial Supply Division, 455 Knightsbridge Pky, Lincolnshire, IL 60069 TELEPHONE NO. (WASHINGTON, DC AREA): (301) 464- 9726 fax (301) 464-9726		25795		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM			
19 ITEM NO.	20. SCHEDULE OF SUPPLIES / SERVICES			21. QUANTITY	23. UNIT PRICE	24. AMOUNT
	Commodity: Hardware Store Products & Services Period: Date of Award through Five Years With One Five Year Option Period (Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA					25. TOTAL AWARD AMOUNT (For Gov't Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE ARE NOT ATTACHED.						
27b. CONTRACT / PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO COPIES				29. AWARD OF CONTRACT: REFERENCE 6FES-E6-970173-B AND OFFER DATED 105-001		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Greg Dehrke Exec. Dir., National Accounts		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ALAN M. BASLER		31c. DATE SIGNED 2/3/99
32a. QUANTITY IN COLUMN 20 HAS BEEN ACCEPTED, AND CONFORMS TO THE				33. SHIP NUMBER		34. VOUCHER NUMBER
RECEIVED INSPECTED CONTRACT, EXCEPT AS NOTED.				PARTIAL FINAL		35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		37. CHECK NUMBER	
36. PAYMENT COMPLETE PARTIAL FINAL				38. S / R ACCOUNT NUMBER		
39. S / R VOUCHER NUMBER				40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)		
41c. DATE				42c. DATE REC'D (YY/MM/DD)		
				42d. TOTAL CONTAINERS		


3/23/99

Memo To The File:

Called Kevin Knorr today. I told him I was doing a fact sheet to be distributed to out customers and I needed to know how many DELTA items were in the catalog so I could pass it on to them.

3/24/99

I called Kevin today. He told me that there were approximately 6500 items in the catalog that had the DELTA. (See clarification letter attached.) The items are clearly marked in the catalog.


Alan M. Basler
Contracting Officer

**GSA HARDWARE STORE PROGRAM 6FES-E6-970173-B
SIN 105-002 CATALOG SERVICE**

PAGE 1

SCHEDULE OF ITEMS

**SIN 105-002 CATALOG SERVICE - HARDWARE STORE COMMERCIAL PRODUCTS AND SERVICES
CATALOG**, requiring inclusion of NIB and NISH products (See Description of Work).

TBD % MARK-UP NIB/NISH ITEMS

Notes:

(1)

- (2) *Catalog Service includes Grainger mail, Internet, electronic and telephonic (non-will-call) sales only.*
- (3) *Catalog Service includes purchase order sales that reference this agreement.*
- (4) *Catalog Service includes blanket purchase agreement sales that reference this agreement.*
- (5) *Catalog Service includes prepaid delivery within the continental United States.*
- (6) *Catalog Service includes prepaid parcel post shipments to FPO and APO addresses for less than 70 pounds.*
- (7) *Prices subject to change without notice.*
- (8) *Catalog Service includes the Internet sales of selected JWOD items.*
- (9) *Grainger reserves the right to offer additional discounts on a commodity, item, or seasonal nature.*
- (10) *NIB and NISH products will be described in the Grainger Internet catalog at www.grainger.com.*
- (11) *Additional delivery charges may be assessed for express service, hazmat, and oversized shipments.*
- (12) *Discount prices do not include a 1% Industrial Funding Fee that will be paid as a rebate to GSA*

**GSA HARDWARE STORE PROGRAM 6FES-E6-970173-B
SIN 105-002 CATALOG SERVICE**

PAGE 2

**A-FSS-2-F (NOV 1997) WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR (AMEND 1):
FSC GROUP: 51, Part V COMMODITY: Hardware Store**

Applicable to SIN 105-001. Applicable to SIN 105-002. The contract period will commence 30 days after award date and end five years from that date (unless contract is canceled/terminated or extended for an additional Five-year option period).

CI-FSS-2 SUBMISSION OF OFFERS—ADDITIONAL INSTRUCTIONS (MAR 1996) (amend 1)

Applicable to SIN 105-001 Offerors are requested to submit an original and one(1) copy of SF-1449.

Applicable to SIN 105-002 Offerors are required to submit two (2) copies of the "Application for Authorization to Distribute JWOD (NIB/NISH) Items", in accordance with "Criteria for JWOD Hardware Items" (Attachment 5), and two (2) copies of the offeror's commercial catalog along with two (2) copies of the signed SF 1449. See Clause 552.212-70, Preparation of Offer (Multiple Award Schedule) (Aug 1997), for SIN 105-002.

DESCRIPTION OF WORK

The Hardware Store will be an Indefinite Delivery, Indefinite Quantity (MULTIPLE AWARD SCHEDULE) contract providing our customers the ability to obtain a broad selection of supplies and services on a walk-in/walk-out basis. Customers will use the Government Purchase Card exclusively as the method of payment. The Hardware Store will also provide commercial replacement warranty services of products, delivery, and advice and assistance from store employees. The Hardware Store offers another supply choice to Federal customers while providing a discount for the brand name, quality products and services available in the commercial market. Government Purchase Cards will be the only authorized vehicle accepted for payment transactions. Contractors must accept the Government Purchase Card. For purposes of this contract, references to "order(s)" placed under the contract mean transactions utilizing a Government Purchase Card by a Government employee or any authorized user. Report of sales will be based on Contractors Report of Sales (Clause 552.238-72). Industrial Funding Fee (Clause 552.238-77) requires submission of a fee to the Government equal to 1% of total quarterly credit card sales. Quarters are defined as calendar quarters (i.e. January-March, April-June, July-September and October-December).

Applicable to SIN 105-002-CATALOG SERVICE

In order to submit an offer under SIN 105-002, offeror must be able to meet the following criteria:

1. Produce and distribute a catalog to include NIB and NISH items excluding commercial items that are essentially the same. Any questions regarding "essentially the same" will be resolved by the Committee For Purchase From People Who Are Blind or Severely Disabled. The contract body of items shall include items normally included within these selected groups, with the exception of items similar to those to be furnished by mandatory sources. See Attachment 1.
2. Offer equal to or better than the most favored customer discount on all supplies and services to any authorized users presenting a Government Purchase Card.
3. Permit agencies to use Blanket Purchase Agreements (See Clause I-FSS-646-A).
4. Credit the Government Purchase Card account upon which the sale was made for any overcharges; adjustments based on Inspection/Acceptance, changes, termination, or warranty clauses; or any other clause or provision of this contract that results in a credit to the Government. Rebates of cash, in-kind goods (other than direct replacement) or other store credits are not permitted.
5. Provide the necessary staff and equipment to manage and deliver a wide range of hardware products and services on a walk-in/walk-out, call-in, same/next day delivery basis.
6. Provide delivery, consultation and installation services equal to that provided to their commercial customers.
7. Report contract sales as the sum of quarterly Government purchase card sales for collection of the 1% Industrial Funding Fee (IFF).
8. JWOD Program:

Pursuant to the provisions of the Javits-Wagner-O'Day (JWOD) Act, production facilities associated with National Industries for the Blind (NIB) and NISH (serving people with a wide range of disabilities) are mandatory sources for the

GSA HARDWARE STORE PROGRAM 6FES-E6-970173-B
SIN 105-002 CATALOG SERVICE

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items listed on Attachment 1. The contractor will be required to stock and distribute these items to Federal customers. Commercial items similar to these will be excluded from the catalog.

52.208-9 Contractor Use of Mandatory Source of Supply (Mar 1996)

- (a) Certain supplies to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (Javits-Wagner-O'Day Act (JWOD)(41 U.S.C. 48)). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies to be provided for Government use under this contract from the specific sources indicated in the contract schedule.
- (b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies by the time required, or if the quality of supplies provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies from other sources until the Contracting Officer has notified the Contractor that the mandatory source has authorized purchase from other sources.
- (c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for JWOD central nonprofit agencies are:

- (1) National Industries for the Blind 1901 North Beauregard Street, Suite 200 Alexandria, VA 22311-1727
(703) 998-0770
- (2) NISH 2235 Cedar Lane Vienna, VA 22182-5200 (703) 560-6800

Stock and distribute full JWOD product line; JWOD exclusivity principle As the JWOD Program is a mandatory source for Federal agencies, the contractor agrees to stock and distribute all JWOD items--or the vast majority, as negotiated with the Committee. Likewise, the contractor is prohibited from selling to the Government any non-JWOD item that is identical to or essentially the same as an item provided to the Government under the JWOD Program.

Addition and deletion of JWOD items/Ordering new JWOD items During the term of the contract, additional items may be added to the Procurement List maintained by the Committee for Purchase From People Who Are Blind or Severely Disabled for assignment to nonprofit agencies for production. Items similar to these will be deleted from the Contractor's catalog for Government employees' use. New JWOD items must be ordered by the contractor within 90 days of the item availability date provided by the JWOD Program. The exception to this would be for new JWOD items that are similar to items for which the contractor already has an annual contract--in such cases, the new JWOD items must be ordered within 30 days of the expiration of the annual contract. The JWOD Program will provide at least 90 days' notice of items to be discontinued or deleted, to allow the contractor to plan accordingly to deplete existing stock.

Inclusion in Government catalogs (print or electronic) Whenever the contractor provides a catalog, either print, electronic, for Government customer use, the JWOD items should be included and fully integrated with other commercial items throughout the catalog. The JWOD items should also be identified or highlighted with a unique symbol. The contractor must obtain Committee approval for all terminology associated with the JWOD Program that appears in the catalog or other promotional material.

NIB/NISH Prime Ordering/Invoicing/Payment NIB and NISH, their authorized agent(s), or authorized nonprofit agencies, will receive the JWOD orders and handle related order processing, administrative, and financial matters (Invoicing/Payment.) The Contractor shall make invoice payments to NIB, NISH or their authorized agent within 30 days after the date the invoice is received by the contractor. Payments received later than net 30 days may be assessed interest at the same rate as that prescribed by the Prompt Payment Act.

Freight terms All shipments shall be made F.O.B. Origin to the contractor from the NIB or NISH production facilities, unless otherwise negotiated with NIB and NISH. The term F.O.B. Origin as used in this paragraph means free of expense to the nonprofit agency and delivered on board the conveyance of the carrier to the designated vendor location (i.e. freight charges shall be paid by the vendor and the vendor shall assume title for goods once placed on initial carrier). Nonprofit agencies will ship the items to the contractor within 30 days of receipt of order by NIB/NISH or their authorized agent(s).

Warranty/returned goods policy The Contractor's standard commercial warranty as stated in the Contractor's commercial price list will apply to JWOD items. The Contractor's stated return policy for the JWOD items will be identical to their offered commercial return goods policy.

Economic price adjustment The Committee for Purchase From People Who Are Blind or Severely Disabled, an independent agency of the Federal Government, is responsible for establishing prices for JWOD items. Normally, the Committee revises prices (upward and downward) for these items once a year, but occasionally market conditions require more frequent revisions. The Committee will advise the Contractor of price changes and their effective dates. After the effective date of a price change,

**GSA HARDWARE STORE PROGRAM 6FES-E6-970173-B
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any subsequent orders to the designated NIB/NISH agent will be at the new price. The Contractor will adjust the selling price, based upon the awarded markup for affected items.

Optional: JWOD Marketing The Offerors will address how they will promote the sale of JWOD items.

Addendum to 52.212-4

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

KEVIN KNORR	NATIONAL ACCOUNT MANAGER	301/464-9726
TONY CASSANO	NATIONAL ACCOUNT MANAGER	804/639-5336 WWGMIL@AOL.COM
SCOTT ZETTEK	DIRECTOR, NATIONAL ACCOUNTS	847/913-7557
TIM JORDAN	PRODUCT MANAGER	847/913-7492
BOB THRUSH	VICE PRESIDENT, PRODUCT MANAGEMENT	847/913-7542
DAVID GIZA	ASSISTANT GENERAL COUNSEL	847/913-7524
RITA NIGRO	NATIONAL ACCOUNT CONTRACT ADMINISTRATOR	847/913-4649
LEE CURTIS	ATTORNEY	202/783-0800

52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION II—MAR 1998)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

(b) Maximum order. The maximum order will be negotiated individually for each contract. The limits will be established based on the concessions granted by the Contractor. The Contractor is not obligated to honor any order when the dollar value of any single item ordered, whether ordered separately or in combination with other items, exceed the dollar amounts set forth below for the items indicated.

The maximum order will be negotiated to one of the levels shown for each Special Item Number, depending on the concessions offered.

ITEM NUMBER/SIN	MAXIMUM ORDER
<u>105-002</u>	<u>\$100,000</u>

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**GSA HARDWARE STORE PROGRAM 6FES-E6-970173-B
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(d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

552.232-80 PAYMENT BY PURCHASE CARD (DEC 1989) (6FES -DEVIATION —APR 1998)

- (a) Definitions: "Government purchase card" means a uniquely numbered credit card issued to named individual Government employees or entities to pay for official Government purchases. "Oral delivery order" means an order placed orally either in person or by telephone, which is paid for by Government purchase card.
- (b) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the Contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

6FES-202 DELIVERY PRICES (AUG 1997)

Prices offered must cover delivery in accordance with commercial practice.

**6FES-600-B HARDWARE STORE CONTRACT CATALOG (FEB 1998) (amend 1)
APPLICABLE TO SIN 105-002**

- (a) In order to provide our Government customers with information on the products and services available from resulting from Hardware Store contracts, the Contractor shall provide, catalog including the following, at a minimum:
 - 1. Schedule title and FSC group, part
 - 2. The contractor's name, address, phone number, FAX number, e-mail address and website (if applicable)
 - 3. GSA contract number
 - 4. Contract period
 - 5. Ordering Instructions:
 - a. Catalog service with Government Purchase Card Transactions only
 - b. When selecting specific items, other than hand or measuring tools or stainless steel flatware, buyers should purchase items that are compliant with the Trade Agreements Act; i.e., U.S. made end products, designated country end products, Canadian end products, or Mexican end products. Agencies should not purchase hand or measuring tools or stainless steel flatware from other than domestic sources.
 - 6. Price
 - 7. Payment Terms: A Government Purchase Card will be the only authorized vehicle accepted for payment transactions
 - 8. Delivery Terms (if applicable)
 - 9. Brand Name/Manufacturer(s) (optional)
 - 10. Generic Product Names (optional)
 - 11. A listing of descriptions and pricing of NIB and NISH products, with identification as required on pages 11 and 12 of this Solicitation.
 - 12. Store Locations
 - 13. The use of professional artwork or photographs is encouraged.
- (b) During the contract period, the Contractor is responsible for distributing information on changes in contract terms and prices to addresses receiving the initial catalog mailing. Use of the mailing list for any other purpose is not authorized.
- (c) The Contractor agrees to furnish 1 copy of the brochure/literature to the Contracting Officer, and mail the brochure/literature to local area addresses included on the Government mailing list, provided by the Contracting Officer. The Contractor shall provide a copy of the brochure/literature within 30 working days from date of letter of intent to award. Commercial advertising or sales promotion language is not permitted. See Process Flow for SIN 105-002 (attachment 4).

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS—COMMERCIAL ITEMS (APR 1998) (DEVIATION—MAY 1998)**

- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (AUG 1996), (E.O. 11755); and
- (2) 52.233-3, Protest After Award (AUG 1996), (31 U.S.C 3553).

- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- X (1) 52.203-6 Restrictions on Subcontractor Sales to the Government, (JUL 1995), with Alternate I (OCT 1995), (41 U.S.C. 253g and 10 U.S.C. 2402).
- X (2) Reserved.
- X (3) 52.219-8 Utilization of Small, Small Disadvantaged and Women-owned Small Business Concerns (JUN 1997), (15 U.S.C.637(d)(2) and (3).
- X (4) 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996), (15 U.S.C. 637 (d)(4));
- N/A (5) 52.219-14 Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- X (6) 52.222-26 Equal Opportunity (APR 1984), (E.O. 11246).
- X (7) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998), (38 U.S.C. 4212).
- X (8) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984), (29 U.S.C. 793).
- X (9) 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 1998), (38 U.S.C. 4212).
- N/A (10) 52.225-3 Buy American Act—Supplies (41 U.S.C. 10).
- X (11) 52.225-9 Trade Agreements Act (Deviation FAR 52.225-9) (DEC 1994), (Applicable for SIN 105-002 only.)
- N/A (12) Reserved.
- NA (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- NA (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- N/A (15) (i) 52.225-21, Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).
- N/A (ii) Alternate I of 52.225-21.
- N/A (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- X (17) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (JUNE 1997), (46 U.S.C. 1241).

- (c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- N/A (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- N/A (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- N/A (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- N/A (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- N/A (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

**GSA HARDWARE STORE PROGRAM 6FES-E6-970173-B
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- (d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a)); and
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

552.212-72

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS
(FEB 1996)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

<u> X </u>	552.223-70 Hazardous Substances (MAY 1989)
<u> X </u>	552.223-72 Nonconforming Hazardous Material (MAY 1992)
<u> X </u>	552.225-71 Notice of Procurement Restriction—Hand or Measuring Tools or Stainless Steel Flatware (MAY 1989), (Applicable to SIN 105-002 only.)

DOCUMENTS, EXHIBITS, or ATTACHMENTS

ATTACHMENT 1

Attachment 1 for the final solicitation will be a listing of NIB and NISH products and services which will be provided by the Committee.



**COMMITTEE FOR PURCHASE FROM
PEOPLE WHO ARE BLIND OR SEVERELY DISABLED**

January 29, 1999

703-603-7740
FAX 703-603-0655

Crystal Gateway 3, Suite 310
1215 Jefferson Davis Highway
Arlington, Virginia 22202-4302

Tony Cassano
National Account Manager, DOD Affairs
W.W. Grainger, Inc.
8613 Old Brompton Road
Chesterfield, VA 23832

Dear Mr. Cassano:

I am writing in response to Grainger's application to become an authorized distributor of Javits-Wagner-O'Day (JWOD) supplies to Federal customers in conjunction with participation in the GSA Hardware Store Program, SIN 105-002. As you know, the JWOD Program generates employment and training opportunities for people who are blind or who have other severe disabilities through Government purchases of supplies and services, and is a mandatory source of supply for all Federal entities. We authorize a limited number of commercial firms to represent JWOD products, contingent upon their ability to meet the Committee's criteria for JWOD distributors (attached.)

This letter confirms that Grainger has provided all of the necessary information requested in the JWOD Program's distributor application, addressed our criteria for distributors. Based on the information submitted by Grainger and our subsequent conversations, the Committee is pleased to extend **preliminary authorization** to Grainger as a JWOD Program distributor. We propose to continue working with your firm closely on several related issues, such as the particular JWOD items to be carried by Grainger and their inclusion in your various catalog vehicles.

An Independent Agency of the United States Government Established by the Javits-Wagner-O'Day Act.

JWOD

Federal Recycling Program



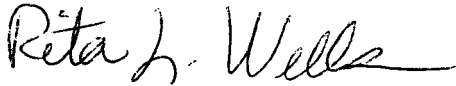
Printed on Recycled Paper

Material Redacted per FOIA Exemption (B)(4)

If you receive an award from GSA for the Hardware Store Program, the JWOD staff will work with you to ensure that all remaining issues are resolved and then extend full authorization for distributing any and all JWOD supplies to Federal customers.

In closing, I would like to express our appreciation for Grainger's interest in and support for the JWOD Program, both in the context of the GSA Hardware Store Program, and in your partnering efforts with our Base Supply Centers. We look forward to continuing this productive relationship that will increasingly benefit Federal employees and people who are blind or have other severe disabilities.

Sincerely,

A handwritten signature in black ink, appearing to read "Rita L. Wells". The signature is fluid and cursive, with a long horizontal stroke at the end.

Rita L. Wells
Deputy Director (Policy and Program Coordination)

cc: Alan Basler, GSA/FSS

GRAINGER

INDUSTRIAL AND COMMERCIAL EQUIPMENT, COMPONENTS, AND SUPPLIES

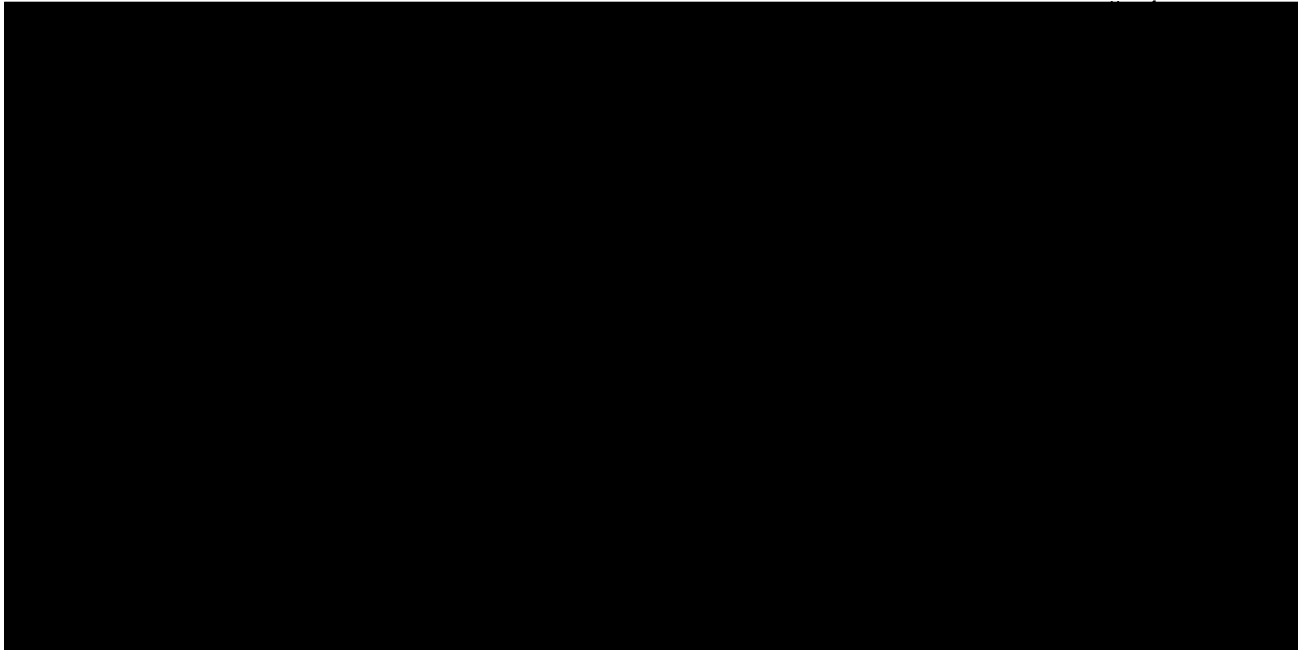
Friday, January 29, 1999

Kimberly M. Zeich
Committee for Purchase
1215 Jefferson Davis Hwy
Crystal Gateway 3, Rm 310
Arlington, VA 22202-4302

re: W.W.Grainger, Inc. Application to Distribute JWOD Products

Dear Ms. Zeich:

This letter confirms our conversation of January 28, 1999 regarding W.W.Grainger's abilities to block the sale of products deemed equivalent to JWOD products to be distributed by Grainger under the terms and conditions of the GSA Hardware Stores Program, SIN 002, Catalog Service. The information that follows is considered "Grainger Confidential" and is not to be shared outside of those individuals in your organization who need this information to evaluate Grainger's application to distribute JWOD products.



Sincerely,



Tony Cassano
National Account Manager, DoD Affairs

office: 8613 Old Brompton Road, Chesterfield, VA 23832
804-639-5336

GENERAL OFFICES: 333 KNIGHTSBRIDGE PKY. LINCOLNSHIRE, IL 60069-3639 • PHONE 708/913 8333

A DIVISION OF W.W. GRAINGER, INC.

Material Redacted per FOIA Exemption (B)(4)

July 24, 1998

CRITERIA FOR JWOD HARDWARE DISTRIBUTORS — GSA SIN 105-002

1. Distributor must demonstrate that it has catalog distribution capabilities and is in contention for a GSA SIN-002 contract to provide supplies for Government use. Distributor agrees to inform the Committee of all current and future Federal contracts.
2. Distributor must abide by the JWOD exclusivity principle, i.e., not to sell any non-JWOD products to Federal customers if those products are identical to or "essentially the same" as JWOD products. Distributor must agree to accept Committee definitions and guidance on what is "essentially the same" as a JWOD product, which will be provided.
3. Because the Committee is responsible for determining that fair market prices are paid by Government customers for JWOD items, the Distributor must agree to charge prices that are acceptable to the Committee. Distributor will provide to the Committee, upon request, their mark-ups by product category for review. In general, it is assumed that the contracting activity has negotiated fair and reasonable prices.
4. Distributor must agree to publish for their Federal customers information on available JWOD items identified by the Committee. This publication should be comparable in quality to the tools the distributor normally uses (i.e., print or electronic catalog). Catalogs must clearly identify all JWOD products offered and may not include items that are identical to or "essentially the same" as JWOD products. Catalogs must integrate JWOD items into the publication, meaning they appear on the same page as non-JWOD items of the same type.
5. Distributor must agree to work independently and with the JWOD Program staff to market JWOD items to their Federal Government customers. Also, Distributor will provide sales data on JWOD products upon request, to facilitate future marketing.
6. Distributor must establish a system to ensure delivery of all advertised JWOD products within the terms of its contract (i.e., stocking the products in distributor's warehouse, use of a wholesaler, etc.) The distributor should address how demand for items that are out-of-stock would be captured.
7. Distributor must accept minimum order requirements approved by the Committee for each product, accept terms that give nonprofit agencies 30 days after receipt of order to ship; and make invoice payment to nonprofit agencies or their authorized agent(s) within 30 days after the date the invoice is received by the distributor. Late payments may be assessed interest at the same rate as that prescribed by the Prompt Payment Act.
8. Some JWOD nonprofit agencies are bound by product licenses which allow their products to be sold only to the Government, and others may have limited capacity to supply non-Federal sources. Accordingly, before non-Federal sales can be made, a Distributor must obtain permission and pricing guidance from NIB or NISH beforehand.

ATTACHMENT 5

Criteria for JWOD Hardware Distributors — GSA SIN-002
Page 2

9. Distributor agrees authorization will take place in three steps:

- 1) Preliminary authorization is granted when the Distributor agrees to comply with the criteria, and completes and signs an application to become a JWOD distributor.
- 2) Authorization to order is granted when the Distributor has
 - (a) Received a GSA SIN-002 contract.
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The Distributor must explain in the application referenced above how their system identifies Federal customers, how they identify the commercial items that cannot be sold to these customers, how they know which JWOD items to substitute, whether this system is manual or automated, how the order takers are trained to use it, and how frequently retraining is performed.
 - (c) A Committee-approved publication.
- 3) Authorization to notify customers that JWOD products are available is granted to a Distributor upon receipt of a letter from Committee that they have completed step two. Distributor agrees not to notify customers they have JWOD items until this final authorization is complete.

10. Distributors' performance as a JWOD distributor will be reviewed periodically.

11. The Committee, if necessary, will review and revise these criteria. Current JWOD distributors will be given 30 days' notice before any changes go into effect.

ATTACHMENT 5



COMMITTEE FOR PURCHASE FROM
PEOPLE WHO ARE BLIND OR SEVERELY DISABLED

FACSIMILE TRANSMITTAL

703-603-7740
FAX 703-603-0655

Crystal Gateway 3, Suite 310
1215 Jefferson Davis Highway
Arlington, Virginia 22202-4302

DATE: 1/29/99

TO: Alan Basler - GSA

Jonny Cassano - Grainger

FROM: Kim Zeich

NO. OF PAGES (INCLUDING TRANSMITTAL): 6

MESSAGE:

preliminary authorization





**COMMITTEE FOR PURCHASE FROM
PEOPLE WHO ARE BLIND OR SEVERELY DISABLED**

January 29, 1999

703-603-7740
FAX 703-603-0655

Crystal Gateway 3, Suite 310
1215 Jefferson Davis Highway
Arlington, Virginia 22202-4302

Tony Cassano
National Account Manager, DOD Affairs
W.W. Grainger, Inc.
8613 Old Brompton Road
Chesterfield, VA 23832

Dear Mr. Cassano:

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- 2 -

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Sincerely,



Rita L. Wells
Deputy Director (Policy and Program Coordination)

cc: Alan Basler, GSA/FSS

GRAINGER

INDUSTRIAL AND COMMERCIAL EQUIPMENT, COMPONENTS, AND SUPPLIES

Friday, January 29, 1999

Kimberly M. Zeich
Committee for Purchase
1215 Jefferson Davis Hwy
Crystal Gateway 3, Rm 310
Arlington, VA 22202-4302

re: W.W.Grainger, Inc. Application to Distribute JWOD Products

Dear Ms. Zeich:

This letter confirms our conversation of January 28, 1999 regarding W.W.Grainger's abilities to block the sale of products deemed equivalent to JWOD products to be distributed by Grainger under the terms and conditions of the GSA Hardware Stores Program, SIN 002, Catalog Service. The information that follows is considered "Grainger Confidential" and is not to be shared outside of those individuals in your organization who need this information to evaluate Grainger's application to distribute JWOD products.

Sincerely,



Tony Cassano
National Account Manager, DoD Affairs

office: 8613 Old Brompton Road, Chesterfield, VA 23832
804-638-5336

GENERAL OFFICES: 333 KNIGHTSBRIDGE PKY. LINCOLNSHIRE, IL 60069-3639 - PHONE 708/913 8333

A DIVISION OF W.W. GRAINGER, INC.

Material Redacted per FOIA Exemption (B)(4)

July 24, 1998

CRITERIA FOR JWOD HARDWARE DISTRIBUTORS — GSA SIN 105-002

1. Distributor must demonstrate that it has catalog distribution capabilities and is in contention for a **GSA SIN-002** contract to provide supplies for Government use. Distributor agrees to inform the Committee of all current and future Federal contracts.
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Criteria for JWOD Hardware Distributors — GSA SIN-002**Page 2**

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ATTACHMENT 5



INDUSTRIAL AND COMMERCIAL EQUIPMENT, COMPONENTS, AND SUPPLIES

January 29, 1999

Mr. Alan M. Basler
General Services Administration
Office of Business and Support Services (6ADB)
Room 1161
1500 East Bannister Road
Kansas City, MO 64131

**RE: W.W. Grainger, Inc., by its Grainger Industrial Supply Division,
Proposal for GSA 6FES-E6-970173-B, GSA Hardware Store Products and Services, SIN 105-001**

Dear Mr. Basler:

W.W. Grainger, Inc., (CAGE 25795, DUNS 005103494) by its Grainger Industrial Supply Division (hereinafter "Grainger"), is pleased to submit our best and final offer in support of the "Walk-In / Walk-Out" SIN 105-001 for the GSA Hardware Store Program. In addition, Grainger has opened discussions with the JWOD Committee and has submitted the Application to Distribute JWOD Items to the Committee. We will send the SIN 105-002 proposal under separate cover.

As the nation's leading industrial and safety supplier, we look forward to developing a long-term partnership with GSA under the structure of your solicitation. We also acknowledge receipt of amendments (1) and (2). Grainger's best and final offer is submitted to GSA as follows:

SECTION 1

- SF1449
- Schedule of Items and Price and Discount Terms
- Terms and Conditions / Statement of Work
- Representations and Certifications
- GSA Amendments to 6FES-E6-970173-B

SECTION 2

- Attachment 2: FAR Clauses Incorporated by Reference

SECTION 3

- Attachment 3: W.W. Grainger, Inc. Small, Small Disadvantaged, and Women-Owned Small Business Sub-Contracting Plan

The point of contact for discussions with Grainger is:

Mr. Kevin Knorr
National Account Manager
Grainger Branch 896
4748 Forbes Boulevard
Lanham, MD 20706
Telephone: 301-464-9726 / Fax: 301-459-0396 / Voicemail: 800/994-2343 EXT: 87808

After a thorough review of the Solicitation and Terms and Conditions, Grainger offers the following modifications as agreed to at our proposal review meeting on December 15, 1998:

1. SIN 105-001 (MFC). For clarity purposes, Grainger suggests the following modifications be incorporated into the multiple award schedule contract:

Mr. Alan Basler

Page 2 of 5

Subject: W.W. Grainger, Inc. Proposal for GSA 6FES-E6-970173-B,
GSA Hardware Store Products and Services, SIN 105-001

FINAL DRAFT

2. Industrial Funding Fee Payment Schedule.

3. Termination Rights. Grainger believes that, consistent with standard industry practice, termination rights should be provided to both contracting parties, and the termination should not be immediately effective, but rather the termination should be effective only after a prescribed reasonable notice period of 30 to 60 days. Grainger requests and GSA has acknowledged that a letter will be issued to Grainger to clarify the intent of the termination clause. The award document will contain clarification of this clause.

Grainger and GSA have agreed to include Clause I-FSS-639, Contract Sales Criteria into the multiple award schedule contract.

4. Exclusion of Items Similar to JWOD items from SIN-001 Offering. Pursuant to our review meeting of December 15, 1998 Grainger understands that a new PIB 98-23, dated 10-22-98, reinforces the need to be aware of FAR Part 8. Grainger will work with the JWOD committee to determine how to identify products that are similar or identical to items manufactured or supplied by NIB and NISH.

5. Control of Discounts at the Point of Sale.

6. Notice of Labor Disputes. Grainger's proposed modification dated October 26, 1998 is deleted per our discussion on December 15, 1998.

7. Taxes. For clarity purposes only, Grainger offers the following information to GSA: The US Government is exempt from taxes. Final prices in Puerto Rico will be a landed price as described on page 1 of the Schedule of Items.

8. Report of Sale / IFF Payments. Grainger recommends the following additions to the multiple award schedule contract to clarify when Grainger will be obligated to pay the IFF on sales to Government agencies that are subject to local term contract or agreements that were negotiated separately and do not reference the multiple award schedule contract.

552.238-72 CONTRACTOR'S REPORT OF SALES (APR 1998)

f.) Grainger will not report on Government sales that are not subject to this multiple award schedule contract. These excluded sales include:

1.) Sales to the United States Postal Service under the terms and conditions of USPS Ordering Agreement with W.W. Grainger, Inc., USPS104230-91-H-H025.

2.) Sales to the Defense Logistics Agency under the terms and conditions of the DLA Electronic Catalog Contract with W.W. Grainger, Inc., SPO400-97-D-E003.

3.) Sales to the Federal Reserve Banking System under the terms and conditions of the systems agreement between W.W. Grainger, Inc. and the Federal Reserve Bank System.

4.) Delivery orders from GSA, DLA and other Government activities and agencies based on long term requirement contracts and/or blanket purchase agreements negotiated without reference to this multiple award schedule contract. [GRAINGER MODIFICATION]

552.238-77 INDUSTRIAL FUNDING FEE (APR 1998)

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4) Delivery orders from GSA, DLA and other Government activities and agencies based on long term requirement contracts and/or blanket purchase agreements that do not reference this multiple award schedule contract. [GRAINGER MODIFICATION]

Subject: W.W. Grainger, Inc. Proposal for GSA 6FES-E6-970173-B,
GSA Hardware Store Products and Services, SIN 105-001


9. Y2K Warranty. For clarity purposes only, Grainger offers the following additional provisions on the Year 2000 Warranty our Y2K commercial policy:

I-FSS-550-B

YEAR 2000 WARRANTY-COMMERCIAL SUPPLY ITEMS (AUG 1997)

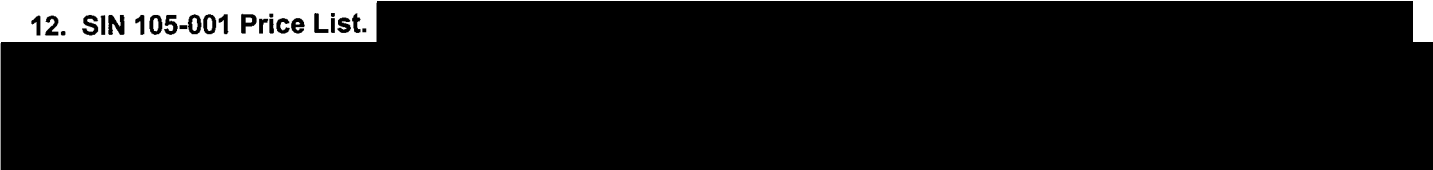
CONTRACTOR'S YEAR 2000 COMMERCIAL POLICY. (CONTRACTOR DOES NOT OFFER A YEAR 2000 WARRANTY): Contractor represents that to the fullest extent permitted, it hereby passes through to our customers any and all equipment and/or software manufacturers end-user Year 2000 warranties provided to Contractor. This warranty pass through shall not replace, modify or supersede the original equipment warranty(s) provided by the manufacturer(s) to Contractor and its customers. In addition, this warranty pass-through shall not replace, modify, or supersede the Limited Warranty provided by Grainger to its customers. [GRAINGER MODIFICATION]

10. CSP-1 Commercial Sales Practices Format. Grainger has general pricing structures that apply to single site and multiple customers. They are:



11. Brochures and Literature. Grainger believes that a successful marketing campaign to announce the GSA Hardware Stores Program will require a marketing partnership between GSA and Grainger. To clarify our mutual responsibilities, we will submit a list of marketing activities which will be incorporated into a separate joint marketing plan to be coordinated through the GSA and Grainger Marketing Departments.

12. SIN 105-001 Price List.



13. Confidentiality. Grainger's proposed modification dated October 26, 1998 is deleted per our discussion on December 15, 1998.

14. Pre-Award Surveys. Grainger and GSA agree that a pre-award survey is not required for a MAS contract, but GSA has the option, if deemed necessary, to conduct this type of survey.

15. 552.225-8 Trade Agreement Acts Certificate. For clarity purposes only, to the best of Grainger's

Mr. Alan Basler

FINAL DRAFT

Page 5 of 5

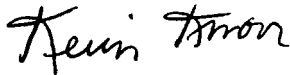
Subject: W.W. Grainger, Inc. Proposal for GSA 6FES-E6-970173-B,
GSA Hardware Store Products and Services, SIN 105-001

actual knowledge, each end product to be delivered under this multiple award schedule contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product or a Mexican end product as defined in the clause entitled "Trade Agreements Act" at 48 CFR 552.225-9.

16. 52.216-19 Order Limitations. For clarity purposes Grainger does not require a minimum order amount. Grainger will offer to accept orders with no minimum order quantity.

Our Hardware Store Proposal under SIN 105-001 Walk-In/Walk-Out represents Grainger's commitment to a lasting partnership with the General Services Administration and our Government customers. You can look forward in the near future to receiving our additional proposal under SIN 105-002 Catalog Service. We are excited with the direction that the General Services Administration has taken in offering additional supply choices to the Government customer. Grainger is committed to making sure that the Hardware Stores program is a complete success. If you have any questions or need additional information, please contact me.

Sincerely,



Kevin Knorr
National Account Manager

Enclosures

cc: Tony Cassano, National Account Manager/Grainger, K165
Wes Clark, Group President, Standard Solutions/Grainger, KW514
Greg Dehnke, Executive Director, National Accounts/Grainger, K183
Dave Giza, Assistant General Counsel/Grainger, K307
Peter Moy, Government Market Manager/Grainger, K3112
Rita Nigro, National Account Contract Administrator/Grainger, K165
Jim Tenzillo, Vice President, Marketing, Development and Planning/Grainger, K3112
Scott Zetek, Director, National Accounts/Grainger, K186



INDUSTRIAL AND COMMERCIAL EQUIPMENT, COMPONENTS, AND SUPPLIES

January 22, 1999

Mr. Alan M. Basler
General Services Administration
Office of Business and Support Services (6ADB)
Room 1161
1500 East Bannister Road
Kansas City, MO 64131

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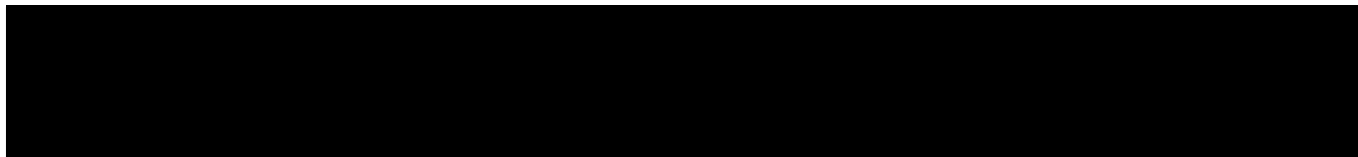
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Mr. Alan Basler

Page 2 of 5

Subject: W.W. Grainger, Inc. Proposal for GSA 6FES-E6-970173-B,
GSA Hardware Store Products and Services, SIN 105-001

2. Industrial Funding Fee Payment Schedule.



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9. Y2K Warranty. For clarity purposes only, we have appended to the Year 2000 Warranty our Y2K commercial policy:

Mr. Alan Basler

Page 4 of 5

Subject: W.W. Grainger, Inc. Proposal for GSA 6FES-E6-970173-B,
GSA Hardware Store Products and Services, SIN 105-001

CONTRACTOR'S YEAR 2000 COMMERCIAL POLICY. (CONTRACTOR DOES NOT OFFER A YEAR 2000 WARRANTY): Contractor represents that to the fullest extent permitted, it hereby passes through to our customers any and all equipment and/or software manufacturers end-user Year 2000 warranties provided to Contractor. This warranty pass through shall not replace, modify or supersede the original equipment warranty(s) provided by the manufacturer(s) to Contractor and its customers. In addition, this warranty pass-through shall not replace, modify, or supersede the Limited Warranty provided by Grainger to its customers. [GRAINGER MODIFICATION]

10. Brochures and Literature. Grainger believes that a successful marketing campaign to announce the GSA Hardware Stores Program will require a marketing partnership between GSA and Grainger. To clarify our mutual responsibilities, we submit a list of the following activities which will be incorporated into a separate joint marketing plan to be coordinated through the GSA and Grainger Marketing Departments:

- During the contract period, the Contractor is responsible for distributing information on changes in contract terms to addresses receiving the initial brochure mailing. Use of the mailing list for any other purpose is not authorized without prior consent of the Government.
- The Contractor agrees to furnish 1 copy of the brochure/literature to the Contracting Officer, and send via mail or otherwise mutually agreed upon method of delivery, the brochure/literature to local area addresses included on the Government mailing list, provided by the Contracting Officer. Contractor reserves the right to cap the number of brochures/literature distributed to thirty thousand (30,000). The Contractor shall provide a copy of the brochure/literature within 30 working days from date of award. Commercial advertising or sales promotion language is not permitted.
- GSA will co-sign a letter of announcement which will be used by the Contractor to announce the multiple award schedule contract.
- GSA will facilitate the Contractor's use of other Government communication channels to announce the multiple award schedule contract. These may include, but not be limited to, Government electronic mail and electronic messages, internal Government newsletters and magazines, posters, GSA marketing mailings, and regional GSA sponsored marketing meetings with Government contracting officers.
- GSA will provide the Contractor a complete annual schedule for all GSA Expo's. Contractor will be permitted to participate in all GSA Hardware and Tool Expo's.
- GSA will provide the Contractor with a list of all GSA field service marketing personnel, their addresses, telephone numbers, and electronic mail addresses.
- GSA will permit and encourage regional GSA and Contractor regional marketing teams to co-host regional Federal Hardware Stores Program introduction meetings.
- Contractor reserves the right to use the GSA Multiple Award Schedule number for the Hardware Stores Program in Contractor's advertising and media campaigns.
- GSA will provide the Contractor on a quarterly basis a database in electronic media of all Federal IMPAC card holders. The database will include, at a minimum, the IMPAC holder's name, rank, title, activity, branch or department, and a complete mailing address.

11. SIN 105-001 Price List.

Mr. Alan Basler

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Subject: *W.W. Grainger, Inc. Proposal for GSA 6FES-E6-970173-B,
GSA Hardware Store Products and Services, SIN 105-001*

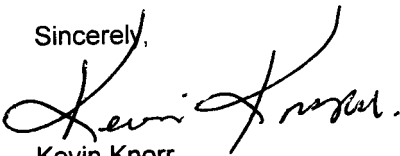
12. Confidentiality. Grainger's proposed modification dated October 26, 1998 is deleted per our discussion on December 15, 1998.

13. Pre-Award Surveys. Grainger and GSA agree that a pre-award survey is not required for a MAS contract, but GSA has the option, if deemed necessary, to conduct this type of survey.

14. 552.225-8 Trade Agreement Acts Certificate. For clarity purposes only, to the best of Grainger's actual knowledge, each end product to be delivered under this multiple award schedule contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product or a Mexican end product as defined in the clause entitled "Trade Agreements Act" at 48 CFR 552.225-9.

Our Hardware Store Proposal under SIN 105-001 Walk-In/Walk-Out represents Grainger's commitment to a lasting partnership with the General Services Administration and our Government customers. You can look forward in the near future to receiving our additional proposal under SIN 105-002 Catalog Service. We are excited with the direction that the General Services Administration has taken in offering additional supply choices to the Government customer. Grainger is committed to making sure that the Hardware Stores program is a complete success. If you have any questions or need additional information, please contact me.

Sincerely,



Kevin Knorr
National Account Manager

Enclosures

cc: Tony Cassano, National Account Manager/Grainger, K165
Wes Clark, Group President, Standard Solutions/Grainger, KW514
Greg Dehnke, Executive Director, National Accounts/Grainger, K183
Dave Giza, Assistant General Counsel/Grainger, K307
Peter Moy, Government Market Manager/Grainger, K3112
Rita Nigro, National Account Contract Administrator/Grainger, K165
Jim Tenzillo, Vice President, Marketing, Development and Planning/Grainger, K3112
Scott Zettek, Director, National Accounts/Grainger, K186

January 20, 1999

W. W. Grainger, Inc.
Mr. Kevin Knorr
National Account Manager
3845 Irongate Lane
Bowie, MD 20715

Dear Mr. Knorr:

We received your electronic mail copy of your proposal. Had a few questions; is the solicitation considered your final proposal revision? We were under the impression that the items discussed in our letter of December 21, 1998, would be address in a separate letter (your Final Proposal Revision) and not in the solicitation. The clauses in the solicitation can not be changed or altered. The items of concern are listed as follows:

Page 5 solicitation: Manage and control application of the discount...# 6 in our letter. Please delete Grainger changes and add to your Final Proposal Revision.

Page 12 and 13 solicitation: 552.238-72 Contractor's Report of Sales (f), # 8 in our letter. Please delete Grainger changes and add to your Final Proposal Revision.

Page 13 and 14 solicitation: 552.238-77 Industrial Funding Fee (F), # 8 in our letter. Please delete Grainger changes and add to your Final Proposal Revision.

Page 15 solicitation; missing clause 6FES-202 please add to your Final Proposal Revision.

Page 16 solicitation: I-FSS-550-B Year 2000 Warranty-Commercial Supply Items, # 9 our letter. Please delete Grainger changes and add to your Final Proposal Revision.

Page 21 solicitation: please delete your price structure and add to your Final Revision Proposal.

On the pages that you are correcting, after corrections have be made please add "**Corrected Page**" at the top and mail back into us.

Your Final Proposal Letter becomes part of the award document.

We also wanted to let you know that your Sub-Contracting Plan has been approved by SBA, wasn't that fast.



Thank You,
Elaine L. Rasmussen
Contract Specialist

Mr. Alan Basler

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Subject: W.W. Grainger, Inc. Proposal for GSA 6FES-E6-970173-B,
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552.238-77 INDUSTRIAL FUNDING FEE (APR 1998)

(a) The Contractor must pay the Federal Supply Service, GSA, an industrial funding fee (IFF). The Contractor must remit the IFF in U.S. dollars within ~~30~~ 45 (GRAINGER MODIFICATION) days after the end of each quarterly reporting period as established in clause 552.238-72, Contractor's Report of Sales. The IFF equals 1% (one percent) of total quarterly sales reported. The IFF reimburses the GSA Federal Supply Service for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. [GRAINGER MODIFICATION]

3. Termination Rights. Grainger believes that, consistent with standard industry practice, termination rights should be provided to both contracting parties, and the termination should not be immediately effective, but rather the termination should be effective only after a prescribed reasonable notice period of 30 to 60 days. We offer, therefore, the following termination for convenience clause which has already been incorporated in our contract with the Defense Logistics Agency Electronic Catalog Program, SPO400-97-D-E003:

Addendum One (1) to FAR 52.212-4:

TERMINATION FOR CONVENIENCE

The Government and Contractor reserve the mutual right to unilaterally terminate this agreement, or any part thereof, for convenience. In the event of such termination, the Government will accept timely delivery of and make timely payment to the Contractor for performance of purchase and delivery orders referencing this agreement which were released prior to termination. The terms and conditions of this agreement will survive such termination until delivery of open orders. Either party must provide the other 60 days written notice prior to termination taking effect. In the event the contract is terminated for convenience, the guaranteed minimum amount of \$100.00 is waived. [GRAINGER MODIFICATION]

I-FSS-690-BCANCELLATION (JAN 1994)

Resultant contracts may be canceled in whole or in part by either party upon 30 calendar days written notice. If the contract is canceled by the contractor the one hundred dollar minimum guarantee will not be reimbursed by the Government.

The Government and Contractor reserve the mutual right to unilaterally terminate this agreement, or any part thereof, for convenience. In the event of such termination, the Government will accept timely delivery of and make timely payment to the Contractor for performance of purchase and delivery orders referencing this agreement which were released prior to termination. The terms and conditions of this agreement will survive such termination until delivery of open orders. Either party must provide the other 60 days written notice prior to termination taking effect. In the event the contract is terminated for convenience, the guaranteed minimum amount of \$100.00 is waived. [GRAINGER MODIFICATION]

4. Exclusion of Items Similar to JWOD items from SIN-001 Offering. Grainger takes exception to the GSA language that requires Grainger to exclude from Walk-In / Walk-Out sales commercial items that are considered similar or identical to JWOD items. We understood GSA to say in the August meeting that all references to JWOD would be stricken from SIN 105-001 Statement of Work.

SCHEDULE OF ITEMS

SIN 105-001 WALK-IN/WALK-OUT - HARDWARE STORE COMMERCIAL PRODUCTS AND SERVICES, excluding products identical or similar to items manufactured or supplied by NIB and NISH. See Attachment 1. (See Description of Work on Page 9) [GRAINGER MODIFICATION]

**52.229-5 TAXES—CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
(APR 1984)**

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico. Final prices in Puerto Rico will be the negotiated contract price plus a ten percent (10%) additional charge covering local taxes and shipping charges from the continental United States. [GRAINGER MODIFICATION]

8. Report of Sale / IFF Payments. We recommend the following changes to clarify when Grainger will be obligated to prepare the first IFF payment. We also take exception to any obligation to pay the IFF on sales to Government agencies that are under local term contract or agreements that were negotiated separately and do not reference the GSA Hardware Stores Agreement.

552.238-72 CONTRACTOR'S REPORT OF SALES (APR 1998)

a) Effective beginning with the first full month following the acceptance of this agreement by GSA and Contractor [GRAINGER MODIFICATION], the Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of all procurement card [GRAINGER MODIFICATION] sales under this contract by calendar quarter (i.e., January-March, April-June, July-September, and October-December). The dollar value of a sale is the price paid by the schedule user for products and services on a schedule contract delivery order, as recorded by the Contractor. The reported contract sales value must include the industrial funding fee (see Clause 552.238-77) Contractor will pay GSA a 1% rebate on the quarterly authorized sales under this agreement. [GRAINGER MODIFICATION]

b) The Contractor must report the quarterly dollar value of sales on electronic GSA Form 72A, Contractor's Report of Sales, to the FSS Vendor Support Center (VSC) Website at Internet, <http://VSC.gsa.gov>. The Contractor must report sales separately for each National Stock Number (NSN) [GRAINGER MODIFICATION] Special Item Number (SIN), or subitem. If no sales occur, the Contractor must show zero on the report for each separate NSN, SIN, or subitem.

c) The Contractor must register with the VSC before using the automated reporting system. To register, the Contractor (or its authorized representative) must call the VSC at (703) 305-6235 and provide the necessary information regarding the company, contact name(s), and telephone number(s). The VSC will then issue a 72A specific password and provide other information needed to access the reporting system. Instructions for electronic reporting are available at the VSC Website or by calling the above phone number.

d) The Contractor must convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service. The Contractor must use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from: Department of the Treasury, Financial Management Service, International Funds Branch, 3700 East-West Highway, PGCI, Room 5A19, Hyattsville, MD 20782, Telephone: (202) 874-7994, Internet: <http://www.fms.treas.gov/intn.html>

e) The report is due 30 45 [GRAINGER MODIFICATION] days following the completion of the reporting period. The Contractor must provide a close-out report within 120 days after the expiration date of the contract. This close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then show zero sales in the close-out report.

f) Grainger will not report on Government sales that are not subject to this agreement. These excluded sales include:

g) Sales to the United States Postal Service under the terms and conditions of USPS Ordering Agreement with W.W. Grainger, Inc., USPS104230-91-H-H025

Subject: W.W. Grainger, Inc. Proposal for GSA 6FES-E6-970173-B,
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warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance. CONTRACTOR'S YEAR 2000 COMMERCIAL POLICY. (CONTRACTOR DOES NOT OFFER A YEAR 2000 WARRANTY): Contractor represents that to the fullest extent permitted, it hereby passes through to our customers any and all equipment and/or software manufacturers end-user Year 2000 warranties provided to Contractor. This warranty pass through shall not replace, modify or supersede the original equipment warranty(s) provided by the manufacturer(s) to Contractor and its customers. In addition, this warranty pass-through shall not replace, modify, or supersede the Limited Warranty provided by Grainger to its customers. [GRAINGER MODIFICATION]

10. Brochures and Literature. Grainger believes that a successful marketing campaign to announce the GSA Hardware Stores Program will require a partnership between GSA and Grainger. To clarify our mutual responsibilities, we submit the following changes:

**6FES-600-A HARDWARE STORE CONTRACT BROCHURE/LITERATURE (FEB 1998)
APPLICABLE TO SIN 105-001 (amend 1)**

(a) In order to provide our Government customers with information on the products and services available from resulting Hardware Store contracts, the Contractor shall provide a brochure/literature including the following, at a minimum:

1. Schedule title ~~and FSC group, part~~ [GRAINGER MODIFICATION]
2. The contractor's name, address, phone number, FAX number, e-mail address and website(if applicable)
3. GSA contract number
4. Contract period
5. Ordering Instructions and payment terms:
 - a) Walk-in / Walk-out Government ~~Purchase Card~~ [GRAINGER MODIFICATION] Transactions only
6. Discount
7. Delivery Terms (if applicable)
8. Exigency / emergency access or delivery costs.
9. Store Locations

(b) During the contract period, the Contractor is responsible for distributing information on changes in contract terms to addresses receiving the initial brochure mailing. Use of the mailing list for any other purpose is not authorized without prior consent of the Government. [GRAINGER MODIFICATION]

(c) The Contractor agrees to furnish 1 copy of the brochure/literature to the Contracting Officer, and send via mail or otherwise mutually agreed upon method of delivery. [GRAINGER MODIFICATION] the brochure/literature to local area addresses included on the Government mailing list, provided by the Contracting Officer. Contractor reserves the right to cap the number of brochures/literature distributed to thirty thousand (30,000). [GRAINGER MODIFICATION] The Contractor shall provide a copy of the brochure/literature within 15 30 [GRAINGER MODIFICATION] working days from date of award. Commercial advertising or sales promotion language is not permitted. See Process Flow for SIN 105-001 (Attachment 3). [GRAINGER MODIFICATION]

(d) GSA will co-sign a letter of endorsement which will be used by the Contractor to announce the Hardware Stores Agreement.

(e) GSA will facilitate the Contractor's use of other Government communication channels to announce the agreement. These may include, but not be limited to, Government electronic mail and electronic messages, internal Government newsletters and magazines, posters, GSA marketing mailings, and regional GSA sponsored marketing meetings with Government contracting officers.

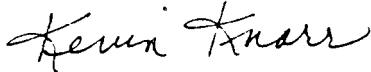
Mr. Alan Basler

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Subject: *W.W. Grainger, Inc. Proposal for GSA 6FES-E6-970173-B,
GSA Hardware Store Products and Services, SIN 105-001*

Our Hardware Store Proposal under SIN 105-001 Walk-In/Walk-Out represents Grainger's commitment to a lasting partnership with the General Services Administration and our Government customers. You can look forward in the near future to receiving our additional proposal under SIN 105-002 Catalog Service. We are excited with the direction that the General Services Administration has taken in offering additional supply choices to the Government customer. Grainger is committed to making sure that the Hardware Stores program is a complete success. If you have any questions or need additional information, please contact me.

Sincerely,



Kevin Knorr
National Account Manager

Enclosures

cc: Steve Borre, Executive Director, National Accounts/Grainger, K183
Mike Carruth, Director, National Accounts/Grainger, K165
Tony Cassano, National Account Manager/Grainger, K165
Wes Clark, Group President, Standard Solutions/Grainger, KW514
Dave Giza, Assistant General Counsel/Grainger, K307
Peter Moy, Government Market Manager/Grainger, K3112
Rita Nigro, National Account Contract Administrator/Grainger, K165
Jim Tenzillo, Vice President, Marketing, Development and Planning/Grainger, K3112

**GSA HARDWARE STORE PROGRAM 6FES-E6-970173-B
WALK-IN / WALK-OUT SIN 105-001**

FINAL DRAFT

Page 1

SCHEDULE OF ITEMS

CORRECTED PAGE

SIN 105-001 WALK-IN/WALK-OUT - HARDWARE STORE COMMERCIAL PRODUCTS AND SERVICES.
excluding products identical or similar to items manufactured or supplied by NIB and NISH. See Attachment 1. (See Description of Work on Page 9)

Notes:

- (1) *Some items will be offered at the General Catalog "each" price or discounted at a minimum of ten percent (10%) due to their already significantly discounted "each" price. These items may or may not be noted with a delta symbol (▲) in the General Catalog.*
- (2) *Walk-In / Walk-Out includes Grainger counter sales and will-call sales.*
- (2) *Walk-In / Walk-Out includes telephonic orders for local customer pick-up.*
- (3) *Walk-In / Walk-Out includes Internet sales for local customer pick-up.*
- (4) *Walk-In / Walk-Out includes purchase order sales for local customer pick-up.*
- (5) *Walk-In / Walk-Out includes blanket purchase agreement sales for local customer pick-up.*
- (6) *Walk-In / Walk-Out **does not** include local delivery. In the event that delivery is required by the Government, then Contractor's standard freight policy will apply.*
- (7) *Prices subject to change without notice.*
- (8) *Grainger reserves the right to offer additional discounts on a commodity, item, or seasonal nature.*
- (9) *Discount prices do include a 1% Industrial Funding Fee that will be paid as a rebate to GSA.*
- (10) *Payment terms are net thirty (30) days from date of purchase.*
- (11) *Final prices in Puerto Rico will be the negotiated contract price plus a ten percent (10%) additional charge covering local taxes and shipping charges from the continental United States.*

**GSA HARDWARE STORE PROGRAM 6FES-E6-970173-B
WALK-IN / WALK-OUT SIN 105-001**

A-FSS-2-F (NOV 1997) WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR (AMEND 1):
FSC GROUP: 51, Part V COMMODITY: Hardware Store

Applicable to SIN 105-001. The contract period will commence 30 days after award date and end five years from that date (unless contract is canceled/terminated or extended for an additional Five-year option period).

A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (NOV 1997)

- (a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.
- (b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.
- (c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. Resubmission's are permitted, however, they may be rejected immediately if they are still deficient in the area(s) that caused its initial rejection.
- (d) Contracts awarded under this solicitation will be in effect for five years from the date of award, unless further extended pursuant to clause I-FSS-164A, Option to Extend the Term of the Contract, cancelled pursuant to the Cancellation clause (I-FSS-690), or terminated pursuant to the termination provisions of the contract.

A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date of the offer, within which offer may be accepted.

**GSA HARDWARE STORE PROGRAM 6FES-E6-970173-B
WALK-IN / WALK-OUT SIN 105-001**

FINAL DRAFT

Page 3

A-FSS-40 INFORMATION COLLECTION REQUIREMENTS (OCT 1988)

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

CI-FSS-2 SUBMISSION OF OFFERS—ADDITIONAL INSTRUCTIONS (MAR 1996) (amend 1)

Applicable to SIN 105-001 Offerors are requested to submit an original and one(1) copy of SF-1449.

Applicable to SIN 105-002 Offerors are required to submit two (2) copies of the "Application for Authorization to Distribute JWOD (NIB/NISH) Items", in accordance with "Criteria for JWOD Hardware Items" (Attachment 5), and two (2) copies of the offeror's commercial catalog along with two (2) copies of the signed SF 1449. See Clause 552.212-70, Preparation of Offer (Multiple Award Schedule) (Aug 1997), for SIN 105-002.

**~~C-FSS-411 FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS
(OCT 1992)~~**

~~(a) Items in this solicitation which involve fire or casualty hazards (e.g., items containing electrical components), or safety or health requirements, shall conform to the safety standards (if any) for such products issued by a nationally recognized standards developing organization. The offeror shall identify in the spaces below whether any such standards are applicable to the products offered, and if so, which standard(s) applies. (Check one).~~

~~_____ 1. There are no nationally recognized safety standards which are applicable to any of the
_____ products offered under this solicitation.~~

~~_____X 2. The safety standard(s) identified below are applicable to the following products offered under
_____ this solicitation:~~

~~_____ Product _____ Standard _____~~

~~There are no nationally recognized safety standards which are applicable to the other products offered (if any).~~

~~(b) The offeror must furnish proof, satisfactory to the Government, that the products offered will conform with the requirements of the published safety standards. Acceptable proof of conformance includes a labeling, listing, or acceptance of the product by an organization approved by the Occupational Safety and Health Administration (OSHA) as a "Nationally Recognized Testing Laboratory" (NRTL). This conformance requirement must be maintained with respect to all applicable products furnished under resultant contracts.~~

~~(c) Information regarding currently approved NRTL's may be obtained by writing to the following:~~

NRTL Recognition Program
Office of Variance Determination
Occupational Safety and Health Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Room N-3653
Washington, DC 20210
(202) 219-7193

[STRIKEN PER GSA VIA AMENDMENT TWO]

**GSA HARDWARE STORE PROGRAM 6FES-E6-970173-B
WALK-IN / WALK-OUT SIN 105-001****CORRECTED PAGE****SPECIAL ORDERING INSTRUCTIONS:**

~~FAR Subpart 8.4 ordering procedures are applicable to this contract. Availability, convenience and efficiency in reaching sources may be best value factors in the contractor selection criteria. When selecting specific items, other than hand or measuring tools or stainless steel flatware, buyers should only purchase items that are compliant with the Trade Agreements Act; i.e., U.S. made end products, designated country end products, Canadian end products, or Mexican end products. Agencies should not purchase hand or measuring tools or stainless steel flatware from other than domestic sources. [STRIKEN PER GSA VIA AMENDMENT ONE]~~

DESCRIPTION OF WORK

The Hardware Store will be an Indefinite Delivery, Indefinite Quantity (MULTIPLE AWARD SCHEDULE) contract providing our customers the ability to obtain a broad selection of supplies and services on a walk-in/walk-out basis. Customers will use the Government Purchase Card exclusively as the method of payment. The Hardware Store will also provide commercial replacement warranty services of products, delivery, and advice and assistance from store employees. The Hardware Store offers another supply choice to Federal customers while providing a discount for the brand name, quality products and services available in the commercial market. Government Purchase Cards will be the only authorized vehicle accepted for payment transactions. Contractors must accept the Government Purchase Card. For purposes of this contract, references to "order(s)" placed under the contract mean transactions utilizing a Government Purchase Card by a Government employee or any authorized user. Report of sales will be based on Contractors Report of Sales (Clause 552.238-72). Industrial Funding Fee (Clause 552.238-77) requires submission of a fee to the Government equal to 1% of total quarterly credit card sales. Quarters are defined as calendar quarters (i.e. January-March, April-June, July-September and October-December).

Applicable to SIN 105-001-WALK-IN/WALK-OUT

In order to submit an offer under SIN 105-001, offeror must be able to meet the following criteria:

1. Exclude from the offer any products essentially the same as those supplied by NIB and NISH. Any questions regarding "essentially the same" will be resolved by the Committee For Purchase From People Who Are Blind or Severely Disabled. The contract body of items shall include items normally included within these selected groups, with the exception of items similar to those to be furnished by mandatory sources. See Attachment 1.
2. Offer equal to or better than the most favored customer discount on all supplies and services to any authorized user presenting a Government Purchase Card.
3. Permit agencies to use Blanket Purchase Agreements (See Clause I-FSS-646-A).
4. Credit the Government Purchase Card account upon which the sale was made for any overcharges; adjustments based on Inspection/Acceptance, changes, termination, or warranty clauses; or any other clause or provision of this contract that results in a credit to the Government. Rebates of cash, in-kind goods (other than direct replacement) or other store credits are not permitted.
5. Provide the necessary staff and equipment to manage and deliver a wide range of hardware products and services on a walk-in/walk-out basis.
6. Provide delivery, call-in consultation and installation services equal to that provided to the commercial customers.
7. Report contract sales as the sum of quarterly Government purchase card sales, for collection of the 1% Industrial Funding Fee (IFF).

GSA HARDWARE STORE PROGRAM 6FES-E6-970173-B WALK-IN / WALK-OUT SIN 105-001

CORRECTED PAGE

8. Capture the transaction electronically at the point of sale.
9. Must have a government activity within commercial delivery area.
10. Manage and control application of the discount at point of sale.

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

(APR MAY 1998)(TAILORED)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes (Oct 1995), which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1 Definitions (Oct 1995), is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(PARAGRAPHS G AND I ARE NOT APPLICABLE)

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. Items purchased under this contract are exempt from state and local taxes. See clauses 52.229-1, 52.229-3 and 52.229-5.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the

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Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle-blower protections; and 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

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FINAL DRAFT

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Addendum to 52.212-4

52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled—
- (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

- (a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.
- (b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

KEVIN KNORR	NATIONAL ACCOUNT MANAGER	301-464-9726
TONY CASSANO	NATIONAL ACCOUNT MANAGER	804-639-5336 WWGMIL@AOL.COM
SCOTT ZETTEK	DIRECTOR, NATIONAL ACCOUNTS	847-913-7557
OLIVIA DORSEY	SUPPLIER DIVERSITY MANAGER	847-913-7008
DAVID GIZA	ASSISTANT GENERAL COUNSEL	847-913-7524
BOB THRUSH	VP, PRODUCT MANAGEMENT	847-913-7542
RITA NIGRO	NATIONAL ACCOUNT CONTRACT ADMINISTRATOR	847-913-4649
LEE CURTIS	ATTORNEY	202-783-0800

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JAN 1994)

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(a) By submission of an offer under this solicitation, the offeror certifies that it has and will maintain, throughout the term of this contract, a responsible individual (i.e., U.S. citizen) or domestic firm (i.e., owned or incorporated by U.S. citizens), located in the United States (whose name and address appear below), that can and regularly will be contacted to assist and insure the Government of prompt and efficient contract administration. The aforementioned individual or firms will be contacted to assist in the resolution of any delivery, performance, or quality complaints from customer agencies and to accept service of process in the event of any default by the Contractor on behalf of the U.S. Government.

NAME VICKI WHITMORE

TITLE CONTRACT ADMINISTRATOR

ADDRESS 7400 BOSTON BLVD

CITY, STATE ZIP SPRINGFIELD, VA 22153-3134

TELEPHONE NO. (703) 644-4583; FAX NO. (703) 644-8490; VOICEMAIL NO. (800) 994-2343 87794

(b) In addition to the foregoing, offerors are required to designate a person located in the overseas areas covered by this contract to be contacted for prompt contract administration.

NAME (NONE)

TITLE _____

ADDRESS _____

CITY, STATE _____ ZIP CODE _____

TELEPHONE NO. _____

FAX NO. _____

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☒ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (Street
Address, City, State, County,
Zip Code)

NAME AND ADDRESS OF OWNER AND
OPERATOR OF THE PLANT OR
FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

See Contractor's General Catalog for a complete listing of Contractor's branches around the country.

52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION II—MAR 1998)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

(b) Maximum order. The maximum order will be negotiated individually for each contract. The limits will be established based on the concessions granted by the Contractor. The Contractor is not obligated to honor any order when the dollar value of any single item ordered, whether ordered separately or in combination with other items, exceed the dollar amounts set forth below for the items indicated.

The maximum order will be negotiated to one of the levels shown for each Special Item Number, depending on the concessions offered.

ITEM NUMBER/SIN

105-001

MAXIMUM ORDER

\$100,000

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(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995) (VARIATION—OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract. The Government shall order at least the quantity of supplies or services designated in the contract as the "minimum."

(c) Except for any limitations on quantities in the Guaranteed Minimum clause or Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (OCT 1995)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial product plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal. (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial product plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial product plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(d) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely

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performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)

- (a) Unless advance written approval of the Contracting Officer is obtained, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, and North Korea.
- (b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the Government of Iraq.
- (c) The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

- (a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification. "All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

- (b) The contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

52.229-5 TAXES—CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

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52.232-17 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the

Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

6FES-552.211-78 EMERGENCY/EXPEDITED DELIVERY TIMES (AUG 1997)

In the case of an Emergency, ordering activities may require 24 hour access or delivery. The offeror is requested to annotate on the offer or by attachment a willingness to provide this service and identify any additional cost associated with such request.

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAR 1998)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

 X 552.203-70 Restriction on Advertising (DEC 1990) X 552.215-71 Examination of Records by GSA (MULTIPLE AWARD SCHEDULE) (AUG 1997) X 552.215-72 Price Adjustment - Failure to Provide Accurate Information (AUG 1997) X 552.232-8 Discounts for Prompt Payment (NOV 1987) X 552.238-72 Contractor's Report of Sales (MAY 1997) X 552.238-76 Price Reductions (OCT 1994) X 552.246-73 Warranty (MULTIPLE AWARD SCHEDULE) (FEB 1996) X 552.246-76 Warranty of Pesticides (MAY 1998)

552.232-80 PAYMENT BY PURCHASE CARD (DEC 1989) (6FES -DEVIATION —APR 1998)

(a) Definitions: "Government purchase card" means a uniquely numbered credit card issued to named individual Government employees or entities to pay for official Government purchases. "Oral delivery order" means an order placed orally either in person or by telephone, which is paid for by Government purchase card.

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- (b) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the Contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

552.238-72 CONTRACTOR'S REPORT OF SALES (APR 1998)

- (a) The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of all sales under this contract by calendar quarter (i.e., January-March, April-June, July-September, and October-December). The dollar value of a sale is the price paid by the schedule user for products and services on a schedule contract delivery order, as recorded by the Contractor. The reported contract sales value must include the industrial funding fee (see Clause 552.238-77).
- (b) The Contractor must report the quarterly dollar value of sales on electronic GSA Form 72A, Contractor's Report of Sales, to the FSS Vendor Support Center (VSC) Website at Internet, <http://VSC.gsa.gov>. The Contractor must report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or subitem. If no sales occur, the Contractor must show zero on the report for each separate NSN, SIN, or subitem.
- (c) The Contractor must register with the VSC before using the automated reporting system. To register, the Contractor (or its authorized representative) must call the VSC at (703) 305-6235 and provide the necessary information regarding the company, contact name(s), and telephone number(s). The VSC will then issue a 72A specific password and provide other information needed to access the reporting system. Instructions for electronic reporting are available at the VSC Website or by calling the above phone number.
- (d) The Contractor must convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service. The Contractor must use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from: Department of the Treasury, Financial Management Service, International Funds Branch, 3700 East-West Highway, PGCII, Room 5A19, Hyattsville, MD 20782, Telephone: (202) 874-7994, Internet: <http://www.fms.treas.gov/intn.html>
- (e) The report is due 30 days following the completion of the reporting period. The Contractor must provide a close-out report within 120 days after the expiration date of the contract. This close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then show zero sales in the close-out report.

552.238-77 INDUSTRIAL FUNDING FEE (APR 1998)

- (a) Effective, the Contractor must pay the Federal Supply Service, GSA, an industrial funding fee (IFF). The Contractor must remit the IFF in U.S. dollars within 30 days after the end of each quarterly reporting period as established in clause 552.238-72, Contractor's Report of Sales. The IFF equals 1% (one percent) of total quarterly sales reported. The IFF reimburses the GSA Federal Supply Service for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities.
- (b) The Contractor must remit any monies due as a result of the close-out report required by Clause 552.238-72 at the time the close-out report is submitted to GSA.
- (c) The contractor must pay the IFF amount due by check, or electronic funds transfer through the Automated Clearing House (ACH), to the "General Services Administration." If the payment involves multiple special item numbers or contracts, the

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Contractor may consolidate the IFFs into one payment. To ensure that the payment is credited properly, the Contractor must identify the check or electronic transmission as an "Industrial Funding Fee" and include the following information: contract number(s); report amount(s); and report period(s). If the Contractor makes payment by check, provide this information on either the check, check stub, or other remittance material.

- (1) If paying the IFF by check, the Contractor must forward the check to the following address:

General Services Administration,
Accounts Receivable Branch
P.O. Box 70500
Chicago, IL 60673-0500.

- (2) If paying by electronic funds transfer through the ACH, the Contractor must call GSA, Financial Information Control Branch, Receivables, Collections and Sales Section (6BCDR) at 1-800-676-3690 to make arrangements.

- d) If the full amount of the IFF is not paid within 30 calendar days after the end of the applicable reporting period, it constitutes a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest).
- e) If the Contractor fails to submit sales reports, falsifies sales reports, or fails to pay the IFF in a timely manner, the Government may terminate or cancel this contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to pay the IFF timely constitutes sufficient cause for terminating the Contractor for cause under the termination provisions of this contract.

I-6FES-103**SCOPE OF CONTRACT—WORLDWIDE (APR 1998)**

- (a) This solicitation is issued to establish contracts which may be used on a non mandatory basis by the agencies and activities presenting a Government Purchase Card, as a source of supply for the supplies or services described herein, for delivery within the Hardware stores commercial delivery area. This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.
- (b) Definitions—*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, and Washington, DC; and to a CONUS port or consolidation point for orders received from overseas activities. *Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, and Puerto Rico.
- (c) Offerors are requested to check one of the following boxes:
- ☐ Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)
 - ☐ Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)
 - ☒ Contractor will provide domestic delivery only.

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The minimum quantity of supplies that the Government agrees to order during the period of this contract is \$100. If, at the conclusion of the contract period the Contractor has received orders for less than \$100, the Government will pay (upon request) the difference between the amount ordered and the \$100.

- (a) Request for payment of any amount due under this clause shall be submitted in writing to the Contracting Officer within 30 days after the end of the contract period.

Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72 reports (see GSAR 552.238-72, "Contractor's Report of Sales") during the period of the contract.

- (b) The guaranteed minimum does not apply if the contract is terminated for cause.

6FES-202 DELIVERY PRICES (AUG 1997)

Prices offered must cover delivery in accordance with commercial practice.

I-FSS-125 REQUIREMENTS EXCEEDING THE MAXIMUM ORDER (OCT 1997)

- (a) In accordance with FAR 8.404, before placing an order that exceeds the maximum order threshold, ordering offices shall

- (1) Review additional schedule contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

- (b) Vendors may:

- (1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the Maximum Order in FAR 52.216-19);
- (2) offer the lowest price available under the contract; or
- (3) decline the order (orders must be returned in accordance with FAR 52.216-19).

- (c) A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract.

- (d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-72.

I-FSS-164-A OPTION TO EXTEND THE TERM OF THE CONTRACT (AUG 1995)

The Government may require continued performance of this contract for an additional 5 year period. The option clause may not be exercised more than one time. When the option to extend the term of this contract is exercised the following conditions are applicable:

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- (a) The Contracting Officer may exercise the option by providing a written notice to the Contractor 10 months before expiration of the contract.
- (b) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

I-FSS-550-B

YEAR 2000 WARRANTY-COMMERCIAL SUPPLY ITEMS (AUG 1997)

"Year 2000 compliant" means information technology that accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

6FES-600-A

HARDWARE STORE CONTRACT BROCHURE/LITERATURE (FEB 1998)

APPLICABLE TO SIN 105-001 (amend 1)

- (a) In order to provide our Government customers with information on the products and services available from resulting Hardware Store contracts, the Contractor shall provide a brochure/literature including the following, at a minimum:
 - 1. Schedule title and FSC group, part
 - 2. The contractor's name, address, phone number, FAX number, e-mail address and website(if applicable)
 - 3. GSA contract number
 - 4. Contract period
 - 5. Ordering Instructions and payment terms:
 - a) Walk-in / Walk-out Government Purchase Card Transactions only
 - 6. Discount
 - 7. Delivery Terms (if applicable)
 - 8. Exigency / emergency access or delivery costs.
 - 9. Store Locations
- (b) During the contract period, the Contractor is responsible for distributing information on changes in contract terms to addresses receiving the initial brochure mailing. Use of the mailing list for any other purpose is not authorized.
- (c) The Contractor agrees to furnish 1 copy of the brochure/literature to the Contracting Officer, and mail, the brochure/literature to local area addresses included on the Government mailing list, provided by the Contracting Officer. The Contractor shall provide a copy of the brochure/literature within 15 working days from date of award. Commercial advertising or sales promotion language is not permitted. See Process Flow for SIN 105-001 (Attachment 3).

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I-FSS-646-A BLANKET PURCHASE AGREEMENTS (MAR 1998)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual purchase orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPA's may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

I-FSS-690-B CANCELLATION (JAN 1994)

Resultant contracts may be canceled in whole or in part by either party upon 30 calendar days written notice. If the contract is canceled by the contractor the one hundred dollar minimum guarantee will not be reimbursed by the Government.

6FES-935 ACCEPTANCE OF GOVERNMENT PURCHASE CARD (AUG 1997)

A Government Purchase Card will be the only authorized vehicle accepted for all payment transactions under any resultant contract(s). The Contractor agrees to accept payment by any authorized Government Purchase Card.

I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

I-FSS-966 MULTIPLE AWARD SCHEDULE PRICE REDUCTION AND ECONOMIC PRICE ADJUSTMENT CLAUSE (DEC 1987)

Negotiations on multiple award schedule contracts are normally conducted on the basis of discounts from an established commercial pricelist from which substantial sales are made to the general public at the published prices. Accordingly, paragraph (b) of the Price Reduction clause requires certain actions based on changes in the discounts and commercial pricelists. Similarly, price increases allowed under the Economic Price Adjustment clause are triggered by the commercial pricelist used in negotiation of the Government contract. When evaluation, negotiation, and award are based on factors other than discounts from an established commercial price list, paragraph (b) of the Price Reduction clause and the entire Economic Price Adjustment clause are inapplicable and therefore are deleted from the contract.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (APR 1998) (DEVIATION—MAY 1998)

- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-3, Convict Labor (AUG 1996), (E.O. 11755); and
 - (2) 52.233-3, Protest After Award (AUG 1996), (31 U.S.C 3553).
- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

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- X (1) 52.203-6 Restrictions on Subcontractor Sales to the Government, (JUL 1995), with Alternate I (OCT 1995), (41 U.S.C. 253g and 10 U.S.C. 2402).
- X (2) Reserved.
- X (3) 52.219-8 Utilization of Small, Small Disadvantaged and Women-owned Small Business Concerns (JUN 1997), (15 U.S.C. 637(d)(2) and (3)).
- X (4) 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996), (15 U.S.C. 637 (d)(4));
- N/A (5) 52.219-14 Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- X (6) 52.222-26 Equal Opportunity (APR 1984), (E.O. 11246).
- X (7) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998), (38 U.S.C. 4212).
- X (8) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984), (29 U.S.C. 793).
- X (9) 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 1998), (38 U.S.C. 4212).
- N/A (10) 52.225-3 Buy American Act—Supplies (41 U.S.C. 10).
- X (11) 52.225-9 Trade Agreements Act (Deviation FAR 52.225-9) (DEC 1994), (Applicable for SIN 105-002 only.)
- N/A (12) Reserved.
- NA (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- NA (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- N/A (15) (i) 52.225-21, Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).
- N/A (ii) Alternate I of 52.225-21.
- N/A (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- X (17) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (JUNE 1997), (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- N/A (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- N/A (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- N/A (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- N/A (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- N/A (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation

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or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a)); and
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (FEB 1996)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

<u>X</u>	552.223-70 Hazardous Substances (MAY 1989)
<u>X</u>	552.223-72 Nonconforming Hazardous Material (MAY 1992)
<u>X</u>	552.225-71 Notice of Procurement Restriction—Hand or Measuring Tools or Stainless Steel Flatware (MAY 1989), (Applicable to SIN 105-002 only.)

DOCUMENTS, EXHIBITS, or ATTACHMENTS

CSP-1 COMMERCIAL SALES PRACTICES FORMAT

Name of Offeror W. W. GRAINGER, INC.
SIN(s) 105-001

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), for additional information concerning your offer. Provide the following information for each SIN (or group of SINs or Sub-SIN) for which information is the same.

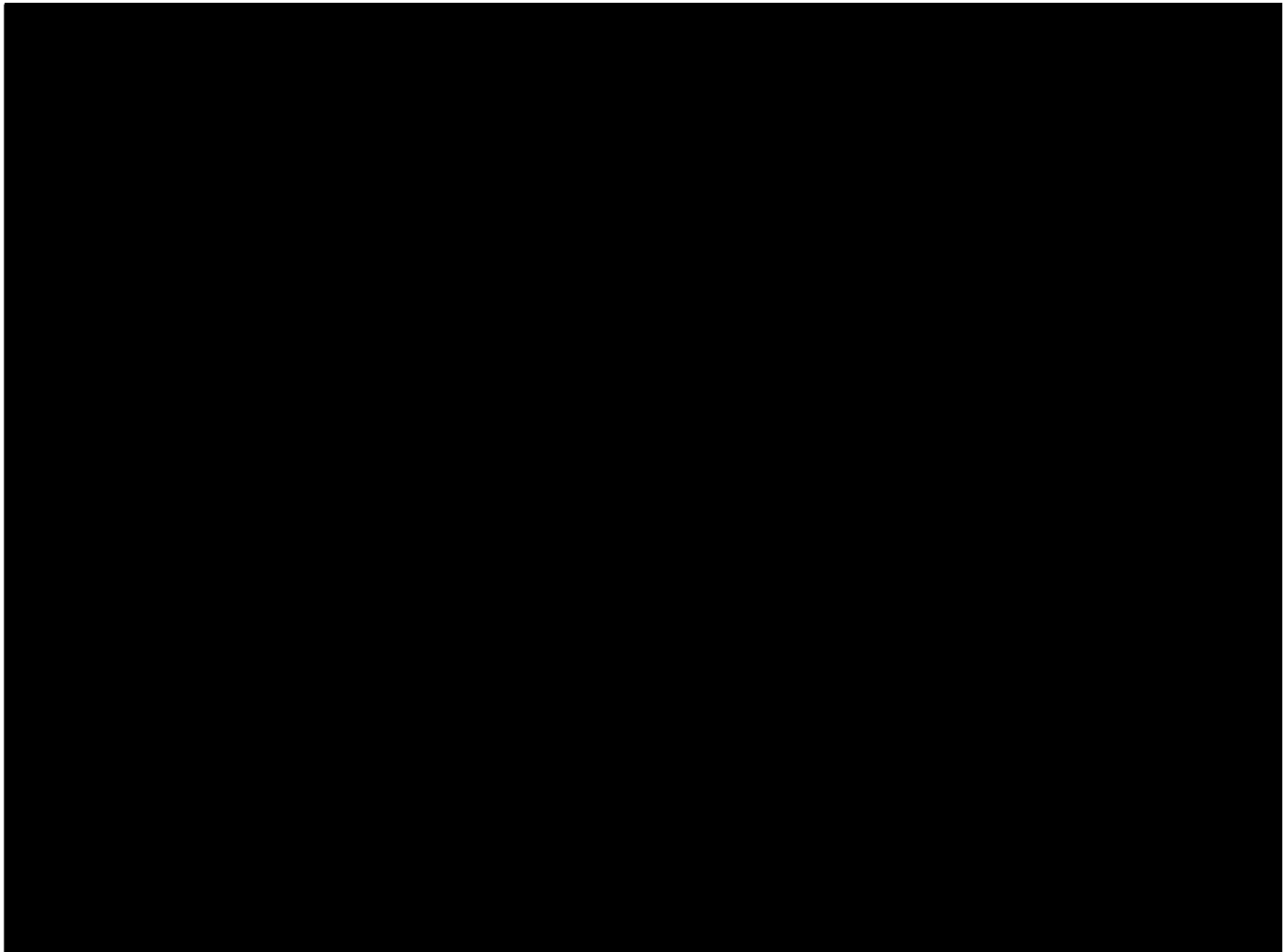
- (1) Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 12 month period or the offerors last fiscal year. [REDACTED] State beginning and ending of the 12 month period. Beginning 1 JANUARY Ending 30 DECEMBER. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
- (2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract. SIN 105-001: [REDACTED]
- (3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your

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- (4) best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES ____ NO X . (See definition of "concession" and "discount" in 552.212-70)
- (5) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Table 515-1 which is provided in this solicitation for your convenience. The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required. See definition of "concession" and "discount" in 552.212-70.



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Deviations: Do any deviations from your written policies or standard commercial sales practices disclosed in the above chart ever result in better discounts (lower prices) or concessions than indicated? YES X NO . If YES, explain deviations in accordance with the instructions at Table 515-1 which is provided in this solicitation for your convenience .

- (5) If you are a dealer/reseller without significant sales to the general public, you should provide manufacturers' information required by paragraphs (1) through (4) above for each item/SIN offered, if the manufacturer's sales under any resulting contract are expected to exceed \$500,000. You must also obtain written authorization from the manufacturer(s) for Government access, at any time before award or before agreeing to a modification, to the manufacturer's sales records for the purpose of verifying the information submitted by the manufacturer. The information is required in order to enable the Government to make a determination that the offered price is fair and reasonable. To expedite the review and processing of offers, you should advise the manufacturer(s) of this requirement. The contracting officer may require the information be submitted on electronic media with commercially available spreadsheet(s). The information may be provided by the manufacturer directly to the Government. If the manufacturer's item(s) is being offered by multiple dealers/resellers, only one copy of the requested information should be submitted to the Government. In addition, you must submit the following information along with a listing of contact information regarding each of the manufacturers whose products and/or services

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are included in the offer (include the manufacturer's name, address, the manufacturer's contact point, telephone number, and FAX number) for each model offered by SIN:

- (a) Manufacturer's Name
- (b) Manufacturer's Part Number
- (c) Dealer's/Reseller's Part Number
- (d) Product Description
- (e) Manufacturer's List Price
- (f) Dealer's/Reseller's percentage discount from List Price or net prices

Table 515-1.—Instructions for Commercial Sales Practices Format

If you responded "YES" to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best discount. If you responded "NO" complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price (discounts and concessions in combination) that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a discount which equals or exceeds the discount(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed MULTIPLE AWARD SCHEDULE contract period. If your offer is lower than your price to other customers or customer categories you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-76. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts and/or discounting policies which occur after the offer is submitted, but before the close of negotiations. If your discount practices vary by model or product line, the discount information should be by model or product line as appropriate. You may limit the number of models or product lines reported to those which exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

Column 1—Identify the applicable customer or category of customer. A "customer" is any entity, except the Federal Government, which acquires supplies or services from the Offeror. The term customer includes, but is not limited to original equipment manufacturers, value added resellers, state and local governments, distributors, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), dealers, national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by category of customer if the offeror's discount policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

Column 2—Identify the discount. The term "discount" is as defined in solicitation clause 552.212-70 Preparation of Offer (MULTIPLE AWARD SCHEDULE). Indicate the best discount (based on your written discounting policies or standard commercial discounting practices if you do not have written discounting policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements under which the discounts are given; and whether the agreements are written or oral. Net prices or discounts off of other price lists should be expressed as percentage discounts from the price list which is the basis for your offer. If the discount disclosed is a combination of various discounts (prompt payment, quantity, etc.), the percentage should be broken out for each type of discount. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission.

Column 3—Identify the quantity or volume of sales. Insert the minimum quantity or sales volume which the identified customer or category of customer must either purchase/order, per order or within a specified period, to earn the discount. When purchases/orders must be placed within a specified period to earn a discount indicate the time period.

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Column 4—Indicate the FOB delivery term for each identified customer. (See FAR 47.3 for an explanation of FOB delivery terms.)

Column 5—Indicate concessions regardless of quantity granted to the identified customer or category of customer. Concessions are defined in solicitation clause 552.212-70 Preparation of Offers (MULTIPLE AWARD SCHEDULE). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

If you respond "YES" to question 4 (b) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. Examples of typical deviations may include, but are not limited to, one time goodwill discounts to charity organizations or to compensate an otherwise disgruntled customer; a limited sale of obsolete or damaged goods; the sale of sample goods to a new customer; or the sales of prototype goods for testing purposes.

If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable, then you may be asked to provide additional information. The Contracting Officer may ask for information to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practice Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data to that needed to establish the reasonableness of the offered price.

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 1998) (TAILORED)

- (a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A description of the commercial products and services covered by your offer;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;

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- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (d) Late offers. Standing solicitations will not contain closing dates for receipt of offerors, thus the issue of "late offers" will no longer be a basis for rejection. However, an offer may be rejected if an offeror fails to meet time frames established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision.
- (e) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (f) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (g) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

52.204-6

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.

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- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

Addendum to 52.212-1

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—AUG 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:
- (1) An offer prepared and submitted in accordance with the clause at 52.212-70, Preparation of Offer (Multiple Award Schedule);
 - (2) Commercial sales practices. The Offeror shall submit information in the format provided in this solicitation in accordance with the instructions at Table 515-1 of the GSA Acquisition Regulation; or submit information in the Offeror's own format.
 - (3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
- (c) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to offeror's cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite delivery, indefinite quantity Multiple Award Schedule contract resulting from this solicitation.

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APRIL 1984) (6FES DEVIATION-MARCH 1998)

An award in the amount of \$10 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$10 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

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52.233-2 SERVICE OF PROTEST (AUG 1996)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
Federal Supply Service
Tools and Appliances Center - ALAN M. BASLER (6FESI)
1500 East Bannister Road
Kansas City, MO 64131

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

PROTEST FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION

(a) The following definitions apply in this provision:

- (1) "Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.
- (2) "Deciding official" means the person chosen by the protester to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official for GSA.

(b) A protest filed directly with the General Services Administration (GSA) must:

- (1) Indicate that it is a protest to the agency.
- (2) Be filed in writing with the Contracting Officer.
- (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protester prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103 (d) (2).
 - (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest.

(c) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.

(d) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

(e) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

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- (f) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (g) The protester has only one opportunity to support or explain the substance of its protest. GSA procedures do not provide for any discovery. The deciding official may request additional information from either the protester or the agency. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
- (i) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing time. The decision may be oral or written.
- (k) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

552.212-70

PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997) (amend 1)

- (a) Definitions. Concession, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

Discount, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.
- (b) For each Special Item Number (SIN) included in an offer, the offeror shall provide the information outlined in paragraph (c).
- (c) Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.
- (c) Provide information described below for each SIN:
 - (1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.
 - (2) Next to each offered item in the commercial catalog and/or price list, the offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.
 - (3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts, blanket purchase agreement discounts, or

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purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation the latter shall govern.

- (4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.
- (5) If the offeror is a dealer/reseller or the offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

Applicable to SIN 105-002. Offerors are required to submit two copies of "The Application for Authorization to Distribute JWOD (NIB/NISH) Items" and two copies of the offeror's commercial catalog with their signed offer.

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the contract period in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

552.219-74 GOALS FOR SUBCONTRACTING PLAN (DEC 1995) (ALTERNATE I—DEC 1995)

(SEE ATTACHMENT 3: W.W. Grainger, Inc. Small, Small Disadvantaged, and Women-Owned Small Business Sub-Contracting Plan)

- (a) Maximum practicable utilization of small, small disadvantaged, and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.
 - (1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, small disadvantaged, and women-owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.
 - (2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, small disadvantaged, and women-owned small business concerns in performing this contract. An offeror submitting a commercial products plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, small disadvantaged, and women-owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.
 - (3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.
- (b) In determining the acceptability of any subcontracting plan, the Contracting Officer will—
 - (1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

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- (2) Consider previous goals and achievements of contractors in the same industry;
 - (3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, small disadvantaged, and women-owned small business concerns; and
 - (4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, small disadvantaged, and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.
- (c) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

L-FSS-101 FINAL PROPOSAL REVISIONS (MARCH 1990)

- (a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.
- (b) The request will include—
 - (1) Notice that discussions are concluded;
 - (2) Notice that this is the opportunity to submit a final proposal revision;
 - (3) The specified cutoff date and time;
 - (4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified.
- (c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.
- (d) It is the Contracting Officer's desire to conclude negotiation within 120 days after receipt of the offer.

552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)

- (a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.
- (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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52.212-3

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS **(JAN 1997) (6FES-DEVIATION - APR 1998)**

(a) Definitions. As used in this provision:

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that—

- (1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and
- (2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern—

- (a) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (b) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

☒ TIN: 36-1150280

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(2) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☒ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

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____ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

____ Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
- (2) Small disadvantaged business concern. The offeror represents that it ☐ is, ☒ is not a small disadvantaged business concern.
- (3) Women-owned small business concern. The offeror represents that it ☐ is, ☒ is not a women-owned small business concern.

Note: Complete paragraph ((c)(4)) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern. The offeror represents that it ☐ is, ☒ is not, a women-owned business concern.

(d) Certifications and representations required to implement provisions of Executive Order 11246—

- (1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)—
By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that—

- (i) It ☒ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and
- (ii) It ☒ has, ☐ has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that—

- (i) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

f) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that—

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- (1) The offeror and/or any of its principals ☐ are, ☒ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and ☐ Have, ☒ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☒ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

552.225-8 TRADE AGREEMENTS ACT CERTIFICATE (DEC 1994) (DEVIATION FAR 52.225-8) (THIS DOES NOT APPLY TO SIN 105-002 – JWOD ITEMS)

- (a) The Offeror, by signing this offer, certifies that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product or a Mexican end product as defined in the clause entitled "Trade Agreements Act" at 48 CFR 552.225-9.
- (b) Offers will be evaluated in accordance with Subpart 25.4 of the Federal Acquisition Regulation except that offers of U.S. made end products, designated country end products, Caribbean Basin end products, Canadian end products, or Mexican end products shall be evaluated without the restrictions of the Buy American Act or the Balance of Payments Program.

M -6FES-305 METHOD OF AWARD (AUG 1997)

The Government intends to make multiple awards to hardware stores for commercial supplies and services listed in the Description of Work. Offers must conform to the request for proposals. Awards will be made to those offerors whose offer is most advantageous to the Government in comparison to discounts given to most-favored commercial customers. The Government's objective is to obtain a single overall discount on supplies and services offered to their most-favored commercial customers in order to provide ease and convenience for both the contractor and our customers. Discounts offered must be equal to or better than their most favored customer. When applicable, delivery must be in accordance with solicitation requirements.

THE FOLLOWING CLAUSES APPLY TO INTERNATIONAL COVERAGE ONLY:

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (6FES VARIATION) (MAR 1998)

The following clauses apply to overseas coverage.

552.246-74	Warranty-International Multiple Award Schedule
C-FSS-412	Characteristics of Electric Current
I-FSS-314	Foreign Taxes and Duties

552.246-74 WARRANTY—INTERNATIONAL MULTIPLE AWARD SCHEDULE (MAY 1989)

Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except: (a) the Contractor shall provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the Government accepts the product; (b) parts and labor required under the warranty provisions shall be supplied free of charge; (c) transportation costs of returning the products to and from the repair facility, or the costs involved with contractor personnel traveling to the Government facility for the purpose of repairing the product onsite shall be borne by the Contractor during the 90-day warranty period.

C-FSS-412 CHARACTERISTICS OF ELECTRIC CURRENT (OCT 1988)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the purchase order.

I-FSS-314 FOREIGN TAXES AND DUTIES (DEC 1990)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

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CORRECTED PAGE

- (a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes, duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.
- (b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

- (a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.
- (b) U.S. dollar equivalency, if applicable,* will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

ATTACHMENT 1

Attachment 1 for the final solicitation will be a listing of NIB and NISH products and services which will be provided by the Committee.

ATTACHMENT 2

Attachment 2 will include in the final solicitation all clauses incorporated by reference.

ATTACHMENT 3

W.W. Grainger, Inc. Small, Small Disadvantaged, and Women-Owned Small Business Sub-Contracting Plan